

CORRES CONTROL
OUTGOING LTR NO

92RF 14867

EG&G ROCKY FLATS

EG&G ROCKY FLATS, INC

ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966 7000

December 22, 1992

92-RF-14867

Don J Schaaf
Schaaf & Company
7295 Kipling Street
Arvada, CO 80005

USE AGREEMENT FOR OFFSITE SAMPLING - MG-074-92

Dear Don

I apologize for the misspelling on the previous Use Agreement and have enclosed revised copies. If the Use Agreement is to your satisfaction, please sign and return both duplicate originals to me. Following signatures from Department of Energy and EG&G officials, I will return one original copy for your files.

I will contact you prior to sampling. The soil sampling will occur as soon as the ground is sufficiently clear of snow to allow sampling.

I appreciate your cooperation in obtaining property access for this environmental study. A soil sample from your property will help support this important environmental study. If you should have further questions, please feel free to call me at 966-8557.

Sincerely,

M. Guillaume, OU 3 Manager
Remediation Programs Division

dmf

Enclosures
As stated

cc
Administrative Record

CLASSIFICATION

UCNI		
JNCLASSIFIED		
CONFIDENTIAL		
SECRET		

AUTHORIZED CLASSIFIER
 SIGNATURE
 DOCUMENT CLASSIFICATION
 REVIEW WAIVER PER
 CLASSIFICATION OFFICE

N REPLY TO RFP CC NO

CTION ITEM STATUS
☒ OPEN ☐ CLOSED
☐ PARTIAL

TR APPROVALS
45B USB
ORIG & TYPIST INITIALS

MG/dont

ADMIN RECCRD

SW-A-003571



EG&G ROCKY FLATS, INC
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December 22, 1992

92-RF-14867

Don J Schaaf
Schaaf & Company
7295 Kipling Street
Arvada, CO 80005

Returned
w/ Agreement
Corrections
1/12/93

USE AGREEMENT FOR OFFSITE SAMPLING - MG-074-92

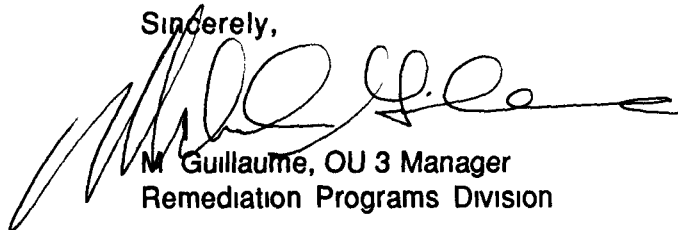
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Sincerely,



M. Guillaume, OU 3 Manager
Remediation Programs Division

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USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and SCHAAF AND COMPANY (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated in Exhibit A,

NOW THEREFORE, it is agreed that

- 1 The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No

abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors

- 2 The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of backfilling, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor. The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party. The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer, and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement
- 4 The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for one year unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

Use Agreement No

- 5 Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be affected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement

The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor

- 6 The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement Such consent shall be evidenced by their signatures in the space provided on the signature page

Use Agreement No

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By Schaaf & Co a Partnership
John Schaaf
Agnes G Schaaf

By Steven R Schiesswohl
Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

Rocky Flats Office
P O Box 928
Golden, Colorado
80402-0928

Date _____

Date 8/10/93

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By M. R. Fink

Title AGM EN

Date 3-11-93

Consented to
Names

Interest

Signature

Exhibit A Map
 S 1/2 of SE 1/4 of Section 33
 T.2S. R.69W.
 Sampling Location: PT 16492
 Owner: Schaaf & Company

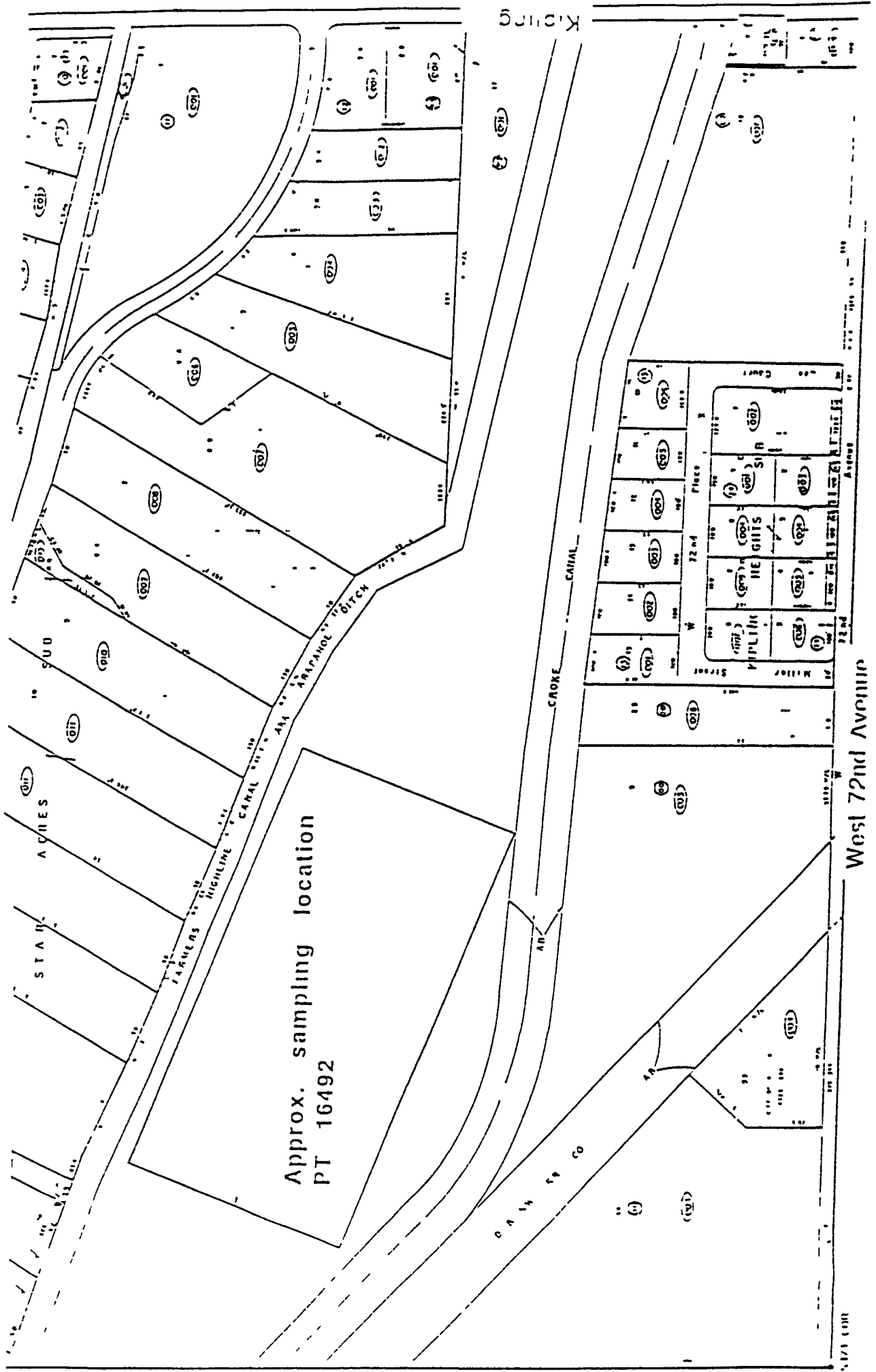


EXHIBIT B

OU 3 RF/RI SAMPLING ACTIVITY DESCRIPTIONS -SCHAAF & COMPANY

Operable Unit 3 (OU 3) is defined as the area offsite from the Rocky Flats Plant. The planned OU 3 sampling activities are detailed in a Work Plan that outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH). This Work Plan is publicly available and information concerning the location of an available copy can be found by calling EG&G Community Relations at 966-2986.

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for one year to cover any follow up activities that may be required.

The map, attached to this correspondence, shows the location of sampling activity. The sample location will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect your property. OU 3 sampling activities on Schaaf & Company property involve collection of surface soil sample. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The approximate ten acre plot location is shown on the Exhibit A map.



EG&G ROCKY FLATS, INC
ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

November 25, 1992

92-RF-13886

Don J Schaaf
Schaaf & Company
7295 Kipling Street
Arvada, CO 80005

USE AGREEMENT FOR OFFSITE SAMPLING - MG-061-92


Dear Don

As discussed in our telephone conversation, I am requesting access to your property on behalf of the Department of Energy/Rocky Flats Office (DOE/RFO) to obtain a small soil sample to support an environmental study that is currently being conducted. A soil sample from your property would help support this investigation by DOE in conjunction with the Environmental Protection Agency (EPA) and the Colorado Department of Health (CDH). This environmental study has been developed over the past year by DOE, EG&G, EPA and CDH with input from Jefferson and Boulder Counties and local cities representatives.

This letter is a request for access with enclosures that describes general information on the sampling activities, a map showing the proposed sampling location, and a Use Agreement for signature. After reviewing this Use Agreement, modifications can be made to address specific concerns. If the Use Agreement is to your satisfaction, please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials, I will return one copy for your files.

If you should have further questions, please feel free to call me at 966-8557.

Sincerely,



M. Guillaume, OU 3 Manager
Remediation Programs Division

dmf

Enclosures
As stated

cc
Administrative Record

Please correct spelling of name as shown on document — also, a stamped envelope, please, in which to return the signed, corrected documents. Thank you!

EG&G ROCKY FLATS, INC
ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

92-RF-13886

Don J. Schaaf
Schaaf & Company
7295 Kipling Street
Arvada, CO 80005

USE AGREEMENT FOR OFFSITE SAMPLING - MG-061-92

Dear Don,

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Sincerely,

M. Guillaume, OU 3 Manager
Remediation Programs Division

dmf

Enclosures
As stated

cc
Administrative Record

CLASSIFICATION

UCNI		
UNCLASSIFIED		
CONFIDENTIAL		
SECRET		

AUTHORIZED CLASSIFIER
SIGNATURE
Not applicable
~~per classifica-~~
~~tion office~~
exemption.

IN REPLY TO RFP CC NO

ACTION ITEM STATUS

☐ OPEN ☐ CLOSED☐ PARTIAL

LTR APPROVALS

5B. MSB
ORIG & TYPIST INITIALS

MC 11. F

18

Don J Schaaf
Schaaf & Company
7295 Kipling Street
Arvada, CO 80005

424-5017

Dear Don

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G-Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit 3 (OU 3). This letter contains a request for access with enclosures that describe general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature. The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health.

I will be happy to meet with you to discuss the OU 3 sampling plan and our request for access, if questions should arise.

Please review the enclosed Use Agreement. Modifications to this agreement can be made to address specific concerns. Please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials, I will return one copy for your files. If you should have further questions, please feel free to call me at 966-4291.

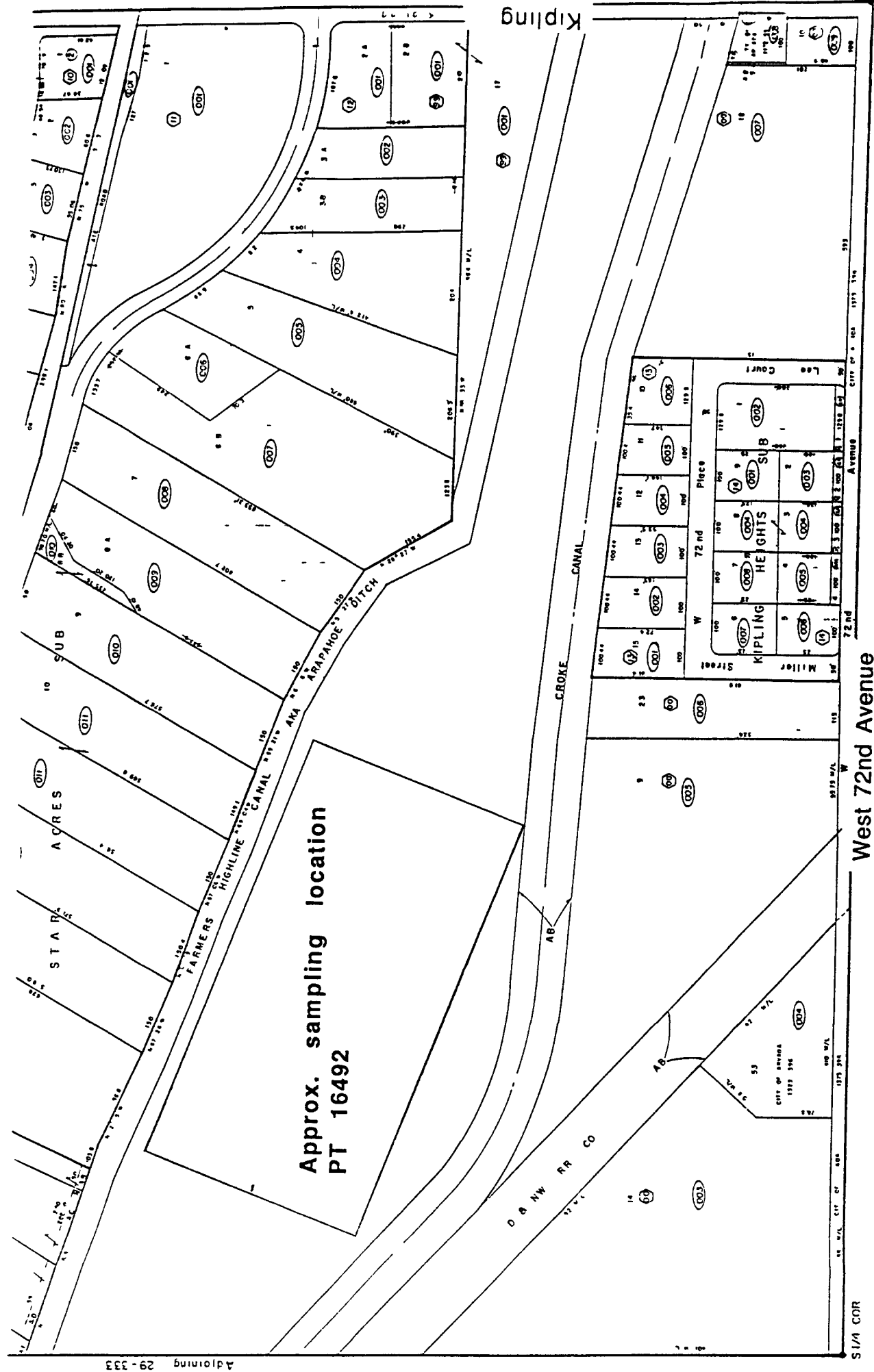
11/13 - CALLED - NO ANSWER

M. Guillaume, OU 3 Manager
Remediation Programs Division

11/18 - YES! ALFALFA FIELD!
Will send Agreement - older
Fellow.

cc
Administrative Record

Sampling Location: PT 16492
Owner: Schaff & Company



CORRES CONTROL
OUTGOING LTR NO

93 RF 2405

EG&G ROCKY FLATS

EG&G ROCKY FLATS, INC
ROCKY FLATS PLANT, P O BOX 464, GOLDEN COLORADO 80402-0464 • (303) 966 7000

March 24, 1993

93-RF-2405

Richard J Schassburger
Acting Director
Environmental Restoration Division
DOE, RFO

Attn S Schiesswohl

TRANSFER OF OFFSITE ACCESS PERMITS FOR OU 3 REMEDIAL INVESTIGATION FIELD WORK - WSB-203-93

Attached are access permits obtained for the Operable Unit No 3 (OU 3) offsite Remedial Investigation field work. As OU 3 field work progresses and involved landowners are identified, more permits will be transferred to your office for signature and archiving. Two original copies of each owner's permit are attached, one signed original should be returned to Michael Guillaume of my staff for return to the landowner.

Under Part 39 of the Interagency Agreement, the Department of Energy is required to provide a copy of the signed agreements to the Environmental Protection Agency (EPA) and the Colorado Department of Health (CDH). After obtaining all access agreements for the OU Remedial Investigation, a copy of each permit will be provided to the regulatory agencies.

Permits for the following landowners are attached

Donald J, Donald D, and Mary I Ryan
Schaaf and Company
Interlocken Ltd

Pope Properties
Regional Transportation District
Stephen E Paul, Robert Nurisso, and Edward M
O'Reilly and Sara E. O'Reilly 1991 Trust

Also attached is a copy of the letter to William K Somerville confirming his verbal agreement to allow access.

If you have any question regarding these permits, please call M Guillaume at 966-8557.

WSB
W S Busby
Deputy Director
Remediation Project Management

MG dmf

Ong and 1 cc - R J Schassburger

Attachments
As Stated (3)

CC
R H Birk - DOE, RFO

DIST	LTR	NAME
BENJAMIN A		
BERMAN H.S.		
BRANCH D.B.		
CARNIVAL G.J.		
COPP R.D.		
DAVIS J.G.		
FERRERA D.W.		
HANNI B.J.		
HARMAN L.K.		
HEALY T.J.		
HILBIG J.G.		
DEKER E.H.		
KERSH J.M.		
KIRBY W.A.		
KUESTER A.W.		
LEE E.M.		
MANN H.P.		
MAUX G.E.		
MCDONALD M.M.		
MCKENNA E.G.		
MONTROSE J.K.		
MORGAN R.V.		
POTTER G.L.		
PIZZUTO V.M.		
RILEY J.H.		
SANDLIN N.B.		
SHEPHERD B.I.		
STEWART D.L.		
SULLIVAN M.T.		
SWANSON E.H.		
WILKINSON R.B.		
WILSON J.M.		
ZANE J.O.		
anagerr RI	X	
math TA		
William M	X	
Busby W.S.	X	
Arndt M.B.	X	

CORRES CONTROL x x
Admin Rec. X
ERM Track g

CLASSIFICATION

UCNI	
UNCLASSIFIED	
CONFIDENTIAL	
SECRET	

AUTHORIZED CLASSIFIER
SIGNATURE

DOCUMENT CLASSIFICATION

VIEW WAIVER PER

JUSTIFICATION OFFICE

IN REPLY TO RFP CG NO

ACTION ITEM STATUS

☐ OPEN ☐ CLOSED

☐ PARTIAL

LTR APPROVALS

SSB: *W/S*
ORIG & TYPIST INITIALS

MG/dmf

13

